BRUHAT BENGALURU MAHANAGARA PALIKE (BBMP)

OFFICE OF THE EXECUTIVE ENGINEER,
Road Infrastructure– Mahadevapura Division,

TENDER FOR THE WORK OF

("Additional Grants for Road Widening at Mahadevapura Zone Limits")

Office of the Executive Engineer
Road Infrastructure, Mahadevapura Division,
97/2D,2nd Floor, Krishnashine Building,
Near Marathalli Bridge, Marathalli,
Bangalore-560037

K/W-4

GOVERNMENT OF KARNATAKA
BRUHAT BANGALORE MAHANAGARA PALIKE

TENDERS FOR THE WORK OF

("Additional Grants for Road Widening at Mahadevapura Zone Limits)

TENDER REFERENCE No	:	EE/RI-MPura/TEND/04/2024-25 **12/03/2025**
PERIOD OF SALE OF TENDER DOCUMENT	:	From 12.03.2025 To 27.03.2025
PREBIDMEETING	:	20.03.2025 16.00 hours
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	27.03.2025 16.00 hours
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	:	28.03.2025 16.30 hours
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated after approval for technical evaluation
PLACE OF OPENING OF TENDERS & ADDRESS FOR COMMUNICATION	:	Executive Engineer Road Infrastructure, Mahadevapura Division, # 97/2D,2nd Floor, Krishna shine Building, Near Marathalli Bridge, Marathalli, Bangalore-560037

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BRUHAT BANGALURU MAHANAGARA PALIKE

No: EE/RI-MPura/TEND/0 4 / 2024-25

Office of the Executive Engineer
Road Infrastructure, Mahadevapura
Division, # 97/2D,2nd Floor, Krishnashine
Building, Near Marathalli Bridge, Marathalli,
Bangalore-560037
Dated **: 12/03/2025**

INVITATION FOR TENDER (IFT)
(Tender Notification)

(Through **Karnataka Public Procurement Portal** only)

1. As Approved by Hon'ble Administrator, BBMP vide Subject No.128/2024-25 Dated:26.08.2024 Under Program of Works BBMP. The Executive Engineer Road Infrastructure-Mahadevapura Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
2. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **12/03/2025 onwards.**
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **20/03/2025** and the opening of tenders will be as per the e-procurement portal guidelines.
4. Other details can be seen in the tender documents.
5. GST Shall be Paid to the tendered amount separately
6. Other details can be seen in the tender documents.

Sl. No.	**Name of the work & package**	**Amount put to tender (Rs. in Lakhs) (Excludin**	**EMD (Rs.in Lakhs)**	**Cost of Tender form in Rs. (Non-Refundable)**	**Period of Completion**
1	Additional Grantsfor Road Wideningat Mahadevapura Zone Limits	420.16	Rs.1,00,000/- through e payment and Rs. 3,20,160/- through e-Bank Guarantee as per bid document)	As per KPP portal	11 Month (including monsoon)

NOTE:

1. The bid must be submitted in the electronic tendering system only. The bid containing details of their capability to undertake the tender and scope of service to be carried out, this will be considered.
2. Tender documents may be downloaded from, Government of Karnataka KPPP website(viz (https://kppp.karnataka.gov.in) under login for contractors from 30.10.2024 onwards.

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3. Contractor can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidders will be refunded only after issuing LOA to the successful bidder.
4. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also all scanned copies should be visible and should have clarity). IT returns and its year wise abstract should be certified by Chartered Accountant.
5. Pre bid meeting will be held on **20.03.2025** at 16.00 hours in the office of the Chief Engineer (Road Infrastructure) to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
6. Technical Bids will be opened on the website https://kppp.karnataka.gov.in in the office of the Executive Engineer -Mahadevapura Division on **21.03.2025** at **16.30** hours.
7. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in
8. All the required information required for Bids must be filled and submit online.
9. For details, registration and e-payment visit GOK e-Procurement website https://kppp.karnataka.gov.in or contact e-Procurement Helpdesk at 080–22234115, 080-22230960, 080-22234116.
10. This tender notice can also be seen on the BBMP website www.bbmp.gov.in
    A successful bidder will have to execute an agreement with Executive Engineer, RI-Mahadevapura Division,BBMP Bengaluru within 3 days upon receipt of intimation along with performance Security as per contract price in form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru.
11. The Bruhat Bengaluru MahanagaraPalike, Bengaluru reserves the right to accept / reject any or all tenders without assigning any reasons.
12. Corrigendum's / modifications / corrections, if any, will be published in the e GOK KPPP portal website only.
13. Further details of the work of the tender can be obtained in the office of the Executive Engineer, RI - Mahadevapura Division, # 97/2D, 2nd Floor, Krishna shine Building, Near Marathalli Bridge, Marathalli,Bangalore-560037 on all working days between 3:00 pm and 6:00pm till **14/03/2025**.
14. GOK KPPP portal https://kppp.karnataka.gov.inforregistrationande-paymentdetails contact Helpdesk at +91-8046010000 +91-8068948777

-Sd/-
Executive Engineer
Road Infrastructure -Mahadevapura
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to:-

1. Personal section, to bring into notice of the Hon'ble Administrator BBMP
2. Personal section, Office of the Chief Commissioner BBMP
3. Special Commissioner (Projects) / Special Commissioner (Finance) for information.
4. Engineer – in – Chief BBMP for information.
5. Zonal Commissioner Mahadevapura Zone for information.

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6. Joint Commissioner ,Mahadevapura Zone for for information.
7. The Chief Engineer (Road Infrastructure)/Environment/Markets/ South zone/ West zone/ East zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Mahadevapura zone/ Yelahanka zone/ (SWD) for kind nformation.
8. The Superintending Engineer (Road Infrastructure)/ South/East/West/Rajarajeshwari Nagar/ Bommanahalli / Dasarahalli /Mahadevapura / Yelahanka for kind information.
9. IT Advisor with a Request to publish the same in the BBMP Website.
10. All Executive Engineers with a Request to publish the same in the Display /Notice Boards.
11. ACF (RI) / Accounts Superintendent / Cashier for information for necessary action.
12. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
13. Notice board
14. Office Copy.

Executive Engineer
Road Infrastructure -Mahadevapura
Bruhat Bangalore Mahanagara Palike

SECTION2: INSTRUCTIONS TO TENDERERS (ITT)

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A.General

1. Scope of Tender

The Executive Engineer, RI-MAHADEVAPUA Division, on behalf of the Commissioner BBMP (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the works of **"Additional Grants for Road Widening at Mahadevapura Zone Limits"** The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

Note: Any condition/Special condition and deleted items if found may be noted and must be raised during pre bid meeting to clarify such doubts.

Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

All Tenderers shall provide the requested information accurately and sufficient details in Section3: Qualification information.

To qualify for award of this contract, each Tenderer in its name should have in the last five years(i.e. 2020-2021 to2024-2025).

(a) Achieved a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs. 840.32 lakhs** in at least two financial years. The tenderer should submit certificates to confirm the Annual turnover. The certificate should be duly certified by the Registered Chartered Accountant in the turnover certificate. The value of the Turnover shall be given a 10% weightage as per standard practice per year to bring them to the price level of the FY in which the tenders are invited). Turnover certificate shall besameas shown in the audited BalanceSheet.

(b) Mandating satisfactorily completed (at least 50% of the contract value) as a prime contractor in similar nature of i.e road widening and road development related works single work value not less than 50% i.e. **Rs. 211.00 lakhs** of the tender value. Similar nature of work means the contractor should have completed the work related to construction of road at least for a length not less than 1.00Km in any state of India. The intending biddershould submit completion certificate / work done certificate along with the contractcertificate copies related to the work certified by the Engineer not less than the rank of Executive Engineer. The value of the completed works shall be given a weightage as per standard practice per year to bring them to the price level of the FY in which the tendersareinvited).

(c) The intending tenderer should submit work done certificate for the following nature of work executed in any one financial year in the last five years, the following minimum quantities of work: (usually80%of the peak annual rate of construction).

Sl. No	Item of Work	Minimum Quantity (with Unit)
1	Earth Work for Embankment/ Subgrade/ Shoulders	3328.00 Cum
2	Granular Sub-Base (GSB)/ Wet Mix Macadam (WMM)	2900 Cum
3	Bituminous Base and Surface Course (DBM, BM, BC & SDBC)	896.00Cum
4	Reinforced Cement Concrete (RCC) M20/M15/M10/PCC/M30	1030.00 Cum
5	TMT Steel	43.20 Tonne
6	Precast Cover Slab(100mm/150mm/200mm/250mm)	1920.00 Sqm
7	Kerb Stone	720.00 m

d) Deleted

e) Deleted

EachTenderershouldfurtherdemonstrate:

(a) Availability by owning at least 50% of the required/specified key & critical equipmentfor this work & the remaining 50% can be deployed on own/lease basis for all works provided, there relevant documents (commitment agreement etc.,)for availability for this work are furnished:

Sl. No.	Type of Equipment	Minimum Required Equipment Numbers	Minimum Required Equipment Numbers
		Own	Lease
	Hot Mix Batch mix Plant 120 TPH		
1.	Paver Finisher		1
2.	Concrete Transit Mixer (Vehicle Mounted)		
3.	Vibratory Road Roller (6T to 10T)	1	1
4.	Static Roller		1
5.	Excavator		2
6.	Tipper Trucks	1	2
7.	Water Tanker	1	3
8	Grader		
9.	Plate vibrator		

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Note: For hiring the bidders must produce Memorandum of Understanding(MOU)/Agreement for hiring the Machineries with the Owner of equipment along with ownership and proof of document for own machineries shall be submitted.

Liquid assets and/or availability of credit facilities of not less than **Rs.126.50Lakhs** (Credit lines/ letter of credit / certificates from banks for meeting the fund requirement etc. (usually the equivalent of the estimated cash

flow for three months in the peak construction period

Tenderer shall:

a) Be registered with BBMP/BDA/ NHAI/PWD/ CPWD or other Central/ State agency, as required by law to perform his obligations under thiscontract;

b) Conduct a reasonable background check of the personnel employed by the Tenderer to execute the Works; and

c) Personnel employed by the Tenderer for the Works shall have requisite technical ,financial or managerial qualifications along with necessary professional licenses.

To qualify for a package of contracts made up of more than one item of the Works set out in the table in IFT, the Tenderer must also demonstrate having experience and resources to meet the aggregate of the qualifying criteria or have MOU with original Manufacturers having the requisite qualification for the individual contracts. Experience and resources of sub-contractors of Tenderer shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except for otherallied technical work such as electrical works and plumbing works. In such a case, sub-contractors shall comply with Clause3.2 (b)and Clause3.3 of ITT.

Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if the available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 – B)Where,

A = Maximum value of works executed in any one year during the last five years takinginto account the completed as well as works in progress (updated to FY 2023-2024 pricelevel)

N = Number ofyearsprescribedfor completion of the works for which tenders areinvited.

B = Value, at FY 2023-2024 price level, of existing commitments and on-going works tobe completed during the next 11 months (period of completion of the works for whichtendersareinvited – includingmonsoon period)

Note: - The statements showing the value of existing commitment and ongoing works aswell as the stipulated period of completion remaining for each of the works listed should be counter signed by the respective employer in charge, not below the rank of an Executive Engineer or equivalent.

Tenderers shall be immediately disqualified if they are found to have any

or all of thebelow:

- made misleading or false representations in the forms, statements and attachmentssubmittedin proof of thequalification requirements;
- record of poor performance such as, but not limited to, abandoning the works, not properly completing the contract, in ordinate delays in completion;
- litigation history;
- financial failures;
- ParticipatedinthepreviousTenderforthesameworkandhadquotedunreasonablyhightender prices and could not furnish rational justification.

4. One Tender per Tenderer

4.1 deleted

5. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of histender,and the Employerwillin nocaseberesponsibleand liableforthose costs.

6. Site visit

The Tenderer or a representative of the Tenderer, at the expense, risk and responsibility ofthe Tenderer, must make a physical visit to and examine the Site of Works and itssurroundings, and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works.

B. Tender documents

7. Content of Tender documents

Tender documents shall have all the Sections given under 'Contents of Tender Document' in this document.
Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

A prospective Tenderer requiring any clarification with respect to the tender documentsmay notify the Employer in writing or by cable (hereinafter "Cable" includes telex andfacsimile) at the Employer's address indicated in the invitation to tender. The Employerwill respond to any request for clarification that he receives 15 days prior to the deadlinefor submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but with out identifying its source .Pre-tender meeting:

The Tenderer or his authorized representative is invited to attend a pre-tender meeting that will take place at the office of the Employer at a date and time as mentioned in the KPPP portal.

The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The Tenderer is requested to submit any questions in writing or by written electronic communication to reach the Employer not later than one week before the meeting.

Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed insub-clause7.1which may become necessary as a result of the pre-tender meeting shall be Made by the Employer exclusively through the issue of an Addendum pursuant to Clause9 and not through the minutes of the pre-tender meeting.

Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

9. Amendment of Tender documents

Before the deadline for submission of tenders, the Employer may modify the tenderdocuments by issuing addenda and notifying the same to all purchasers of the tenderdocuments.

Any addendum thus issued shall be part of the tender documents and shall be posted online in the KPPP portal that Tenderers should download.

To give prospective Tenderers reasonable time in which to take an add end um into account in preparing their tenders, the Employer shall extend as necessary the dead line for submission of tenders on-line through KPPP portal, in accordance with sub-clause 16.2below.

C. Preparation of Tenders

10. Documents comprising the Tender

The tender submitted by the Tenderer shall be in two covers/folder sand shall contain the documents as follows:

FirstCover:/Folder(Onlyonline)

a) EMD ;on-line payment through KPPP platform;
b) Qualification Information as performats given in Section3;
c) Tender transaction fee.Online payment through KPPP platform;
d) General eligibility criteria;
e) Document/evidence required from the tenderer.

Second Cover: (Onlyonline)

a) The Tender (in the format indicated in Section 4(I))
b) Priced Bill of Quantities (as per formats given in Section 9); online through KPPPportal;and
c) Any other materials required to be submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4(I), 6 and 9 shall be filled inwithout exception.

Tenderers submitting tenders together with other contracts stated in the IFT to form apackage will so indicate in the tender together with any discounts offered for the award ofmorethan onecontract.

11. Tender prices

The contract shall be for the whole Works as described in sub-clause 1.1, based on thepricedBill of Quantities submitted bytheTenderer.

The Tenderer shall fill in rates and prices and line item total (both in figures and words)for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words).Items for which no rate or price is entered by the Tenderer

will not be paid for by the Employer when executed and shall be deemed covered by theother rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the tender.

All duties, taxes, and other levies payable by the Contractor under the contract, or for anyother cause, shall be included in the rates, prices and total Tender Price submitted by theTenderer.

The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 40 of the Conditions of Contract.

12. Tender validity

Tenders shall remain valid for a period not less than **90** days after the deadline date fortender submission specified in Clause 16.Any tender valid for a shorter period shall berejectedbytheEmployeras non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderer's response shall be made in writing or by written electronic communication .A Tenderer may refuse the request without forfeiting his EMD.A Tenderer agreeing to the request will not be required or permitted to modify histender, but will be required to extend the validity of his EMD for the period of the extension ,and in compliance with Clause13 in all respects.

13. EarnestMoneyDeposit

The Tenderer shall furnish Earnest Money Deposit (EMD), as part of the tender and EarnestMoneyDeposit (EMD) shall bepaid in anyof the formatgiven below.

- CreditCard/DebitCard.
- NationalElectronic Fund TransferthroughNEFT/RTGS.
- OvertheCounter(OTC).
- NetBanking.

NEFT PaymentProcedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bankof India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need tolog into KPPP System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit thePrinted Challan to its Bank Branch (NEFT enabled) and request for an Account– to –Account Transfer, wherein the money will get

transferred from the Tenderer's Bank Accountto GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions areexecuted and the Fundsare wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for BidSubmission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the KPPP System as part of its Bid also.

OTCPaymentProcedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter(OTC)in any of the designated Axis Bank Branches listed in the KPPP Website(http://kppp.karnataka.gov.in), the Tenderer will need to log into KPPP System, access theTender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown inthat Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. TheTenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to in put the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 DigitReference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e.as aprerequisite forBid Submission.

Tenderer shall submit EMD of Rs.1,00,000.00 (Rupees One Lakh only) through e Procurement portal and balance payment of **Rs. 3,20,058 (Rupees Three Lakhs Twenty Thousand & Fifty Eight only)** in the formant of unconditional and irrevocable Bank Guarantee (BG) issued by any of the nationalized / scheduled Bank of India mentioning first party as BankSecond part as Bidder addressing to tendering meeting authority or chief commissioner in theprescribedformat.

EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

a. **EMD shall be accepted only in the form of Electronic Cash will be maintained in the Government's Central Pooling Account** at ICICI Bank until the Work is awarded.

b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMDas indicated in Sub Clauses 13.1 and 13.2.

Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.

The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer assigned the Agreement and furnished the required Performance Security.

The Earnest Money Deposit may be forfeited

a. If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;

b. If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause24;or
c. Inthe case of a successful Tenderer, if the Tenderer fails with in the specified time limit to
   i. Sign the Agreement;or
   ii. Furnish the required Performance Security.

14. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in KPPP portal.

The Tenderer shall prepare one original and a copy of the documents comprising the Tenderas described in Clause 10 of these Instructions to Tenderers, and clearly marked "ORIGINAL" and" COPY" as appropriate. In the event of discrepancy between them ,the original shall prevail.

The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender.

The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

Tenderer shall submit the Tender document electronically before the submission date and time published. The document for submission shall be uploaded in PDF format and submitted in the order mentioned below**.**

1. Content sheet with name off older/file, No of pages in each folder/file and size of the folder/file.

FIRSTCOVER/FOLDER(TECHNICALPART)

As per Section3–Qualification information.

a. Qualification information summary sheets.

b. Affidavit as per the format attached in qualification information.

c. Brief description of tenderer with the details of contact person for communication with BBMP.

d. Attested copy of Registration certificate of the contractor.

e. EMD as specified in the Table of ITT in the document.

f. Power of attorney for signing the tender as per the format attached in qualification information.

g. Work performed & quantity executed as per Table1&2 with supporting certificates from client for the claims mentioned in tables 1& 2of qualification information.

h. Tables 3A&3B of qualification information with supporting certificate from client & calculation sheet for available tender capacity.

i. Availability of machinery as per Table4 of qualification information.

j. Experience & qualification of key persons as per Table5 of qualification information.

k. Financial statement for past five F.Y,contains balance sheet, profit &loss ,statement on cash on hand, liquid assets etc. from Charted Accountant.

l. Line of credit and details of tenderer's bank with reference as perform at attached in qualification information.

m. Litigation history as per Table7. Of qualification information.

n. Method adopted for construction program ,bar chart, quality assurance program as per clause1.13 of qualification information.

SECONDCOVER/FOLDER(FINANCIAL PART)

a. Form of tenderas persection4(I) of tender document.
b. Priced Bill of Quantity.
c. Any other materials required to be completed and submitted by Tenderers in accordance with ITT.

16. Deadline for submission of the Tenders

Tenders must be submitted on-line in the KPPP portal of the Employer before the notified date and time.

The Employer may extend the dead line for submission offenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subjectto the original deadline will then be subject to the new deadline.

17. Late Tenders

In online KPPP system, you shall not be able to submit the Tender after the Tender submission time and date as the icon or the task in the KPPP portal will not be available.

18. ModificationandWithdrawalofTenders

Tenderer has all the time to modify and correct or upload any relevant document in the portal till tender submission date and time, as published in the KPPP portal. In KPPPportal the Contractor has the option of withdrawing the Tender by digitally signing to withdraw/cancel Tender before the Tender submission time/date.

E. Tenderopeningandevaluation

19. Opening of First Cover/folder (Technical Part) of all Tenders and evaluation to determine qualified Tenderers:

The Employer will open online the First Covers of all the Tenders received through KPPP portal, in the presence of the Tenderers or their representatives who choose to attend onthe date and the place specified in the KPPP portal. In the event of the specified date ofTender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

The Tenderers' names, the presence or absence of EMD(amount, format and validity),the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with sub-clause19.2.

The Employer will evaluate and determine whether eacht ender
(a) Meets the eligibility criteria defined in ITT Clause2;

(b) Is accompanied by the required EMD as per stipulations in ITT Clause; and
© meets the minimum qualification criteria stipulated in ITT Clause 3.
The Employer willdrawout alist of qualified Tenderers.

20. Opening of Second Cover/folder(FinancialPart)of qualified Tenderers and evaluation:

The Employer will inform all the Qualified Tenderers the time, date and venue fixed forthe opening of the Second Cover containing the priced Tenders. The Employer will openonline the SecondCovers of qualified Tenderers at the appointed time and date (asindicated intheKPPPportal) inthe presence ofthe Tenderers or their representativeswho choose to attend. In the event of the specified date of Second Cover opening beingdeclared a holiday for the Employer, the Second Covers will be opened at the appointedtimeand location on the next workingday.

The Employer shall prepare minutes of the Second Cover Tender opening.

21. Processtobeconfidential

Information relating to the examination, clarification, evaluation, and comparison of Tendersand recommendations for the award of a contract shall not be disclosed to Tenderers or anyother persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer' s processing of Tenders or a ward decisions may result in the rejection of his Tender.

22 ClarificationofTenders

To assist in the examination, evaluation, and comparison of Tenders, the Employer may,at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unitrates. The request for clarification and the response shall be in writing or by cable, but nochange in the price or substance of the Tender shall be sought, offered, or permitted except asrequired to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause24.

Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating toits Tender from the time of the Tender opening to the time the contract is awarded.If theTenderer wishes to bring additional information to the notice of the Employer, it should do soinwriting.

Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation,Tender comparison or contract award decisions may result in the rejection of the Tenderers'Tender.

23. Examination of Tenders and determination of responsiveness

PriortothedetailedevaluationofTenders,theEmployerwilldeterminewhethereac hTender; (a) has been properly signed; and; (b) is substantially responsive to the requirementsofthe Tender documents.

A substantially responsive Tender is one which conforms to all the terms, conditions, andspecifications of the Tender documents, without material deviation or reservation. A materialdeviation or reservation is one (a) which affects in any substantial way the scope, quality, orperformance of the Works; (b) which limits in any substantial way, inconsistent with theTender documents,the Employer'srightsortheTenderer'sobligationsunderthe Contract;or

(a) whose rectification would affect unfairly the competitive position of other TendererspresentingsubstantiallyresponsiveTenders.

If a Tender is not substantially responsive, it will be rejected by the Employer, and maynot subsequently be made responsive by correction or withdrawal of the nonconformingdeviationor reservation.

24. Correctionoferrors

The Tenderer may modify the tender only before the last date for submission of the tender, as indicated on the KPPPportal.

25. Evaluation and comparison of Tenders

The Employer will evaluate and compare only the Tenders determined to be substantiallyresponsivein accordancewith Clause23.

The Employer reserves the right to accept or reject any variation, deviation ,or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise resulting unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

The estimated effect of the price adjustment conditions under Clause 40 of the Conditionsof Contract, Section 5, during the implementation of the Contract, will not be taken intoaccount intender Evaluation.

If the tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, theEmployer may require the Tenderer to produce detailed price analysis for any or all itemsof the Bill of Quantities, to demonstrate the internal consistency of those prices with theconstruction methods and schedule proposed. After evaluation of the price analyses, theEmployer may require that the amount of the Performance Security set forth in Clause 29be increased at the expense of the successful Tenderer to a level sufficient to protect theEmployer against financial loss in the event of default of the successfulTenderer underthe contract and/or effect pro rata deductions in the running bills so as to cover suchamount that would be required to have the remaining work completed should the tendererfailto completethe workdueto acceptanceof unbalanced tender.

If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, theEmployer may require the Tenderer to produce detailed price analyses for any or all itemsof the Bill of Quantities, to demonstrate the internal consistency of those prices with theconstruction methods and schedule proposed. After evaluation of the price analyses, theEmployer may require that the amount of the performance security set forth in Clause 29be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Awardcriteria

Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tenderhas been determined to be substantially responsive to the Tender documents and who has offered the Each evaluated Tender price, provided that such Tenderer has been determined to be

(a) Eligible in accordance with the provisions of Clause 2ofSection 2, and

(b) Qualified in accordancewith theprovisions ofClause3 ofSection 2.

27. Employer's right to accept any Tender and to reject any or all Tenders

Notwithstanding Clause 26, the Employer reserves the right to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, with out there by incurring any liability to the affected Tenderer or Tenderers with an adequate explanationjustifyingsuch action.

28. otificationofawardandsigningofAgreement

The Tenderer whose Tender has been accepted will be notified of the award by theEmployer prior toexpiration of the Tender validity period by, e-mail or facsimile orKPPP portal or through letter. This letter (hereinafter and in the Conditions of Contractcalled the "Letter of Acceptance") will state the sum that the Employer will pay theContractor in consideration of the execution, completion, and maintenance of the Worksby the Contractor as prescribed under the Contract (hereinafter and in the Contract calledthe"Contract Price").

The notification of award will constitute the formation of the Contract, subject only to thefurnishingof SecurityDeposit inaccordancewiththe provisions ofClause 29.

The Agreement will incorporate all agreements between the Employer and the successfulTenderer. It will be kept ready for signature of the successful Tenderer in the office ofEmployer within 30 days following the notification of award along with the Letter ofAcceptance. Within 20 days of receipt, the successful Tenderer is required to sign theAgreementand deliver itto theEmployer.

Upon the furnishing by the successful Tendererof the Security Deposit, the EmployerwillpromptlynotifytheotherTenderers that theirTenders havebeenunsuccessful.

29. SecurityDeposit

Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shalldeliver to the Employer a Security Deposit in any of the forms given below for an amountequivalent to 5**%** of the Contract price plus additional security for unbalanced tenders inaccordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract for theWorks.

- Cash.
- Banker's Cheque / Demand draft / Pay Order in favour of The Chief Commissioner, BBMP,Bengaluru payable at Bengaluru.

- The Bank guarantee inthe form given inSection10.
- Specified small savings instruments pledged to EE RI-Mahadevapura Division.

If the Security Deposit is provided by the successful Tenderer in the form of Bank guarantee, it shall be issued either by nationalized/ scheduled Bank.

The Security Deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the successful Tenderer ("**contractor**").

Failure of the successful Tenderer to comply with the requirements of Clause29. 1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD.

30 AdvancePayment

The Employer will provide an advance payment on the contract price as stipulated inClause 42 of the Conditions of Contract, subject to the maximum amount as stated in theSection6, Contract Data.

31. Corrupt or Fraudulent practices

The Government of Karnataka (GOK) requires that the Tenderers/Suppliers/Contractors,observe the highest standard of ethics during the procurement and execution of suchcontracts.Inpursuanceofthis policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare any organization as ineligible, either in definitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

Furthermore, Tenderers shall be aware of the Termination provision stated in Clause 50ofthe Conditions of Contract.

SECTION3:QUALIFICATIONINFORMATION

The information to be filled in by the Tenderer here under will be used for purposes of computing Tender capacity as provided for in Clause3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

Constitution or legal status of Tenderer [Attachcopy]

PlaceofRegistration _____
(AttachCopy)

Principalplaceofbusiness: _____

Total value of **civil engineering works** executed and payments received in the last five years (inRs.Lakhs)

2019-20_____
2020-21_____
2021-22_____
2022-23_____
2023-24_____

Work performed as Prime Contractor (in the same name) on works of similar nature overduringthefiveyears specifiedin 1.2 above.

TABLE 1

ProjectName	**Name Employer**	**Descriptionofwork**	**ContractNo.**	**DateofIssueofworkorder**	**ValueofContractRs.Lakhs**	**Specifiedperiodofcompletion**	**Actualdateofcompletion**	**Remarksexplainingreasons fordelay in completion ofwork**
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**

Quantities of work executed as prime contractor (in the same name) during the last five yearsspecifiedin 1.2 above:

TABLE 2

Year	Name ofWork	Name ofEmployer	Quantityofworkperformedunits	Remarks (Indicatecontractreference)
2019-20				
2020-21				
2021-22				
2022-23				
2023-24				

Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A)Existing commitments and on-going works:

TABLE3(A)

Description ofwork	**Place &State**	**ContractNo.&Date**	**Name andAddress ofEmployer**	**Value ofContractRs.Lakhs**	**Specifiedperiod ofcompletion**	**Value ofworksremainingto be completed (Rs. Lakhs**	**Anticipateddateof completion**
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**

TABLE3(B)Works for which Tenders alreadysubmitted:

Descriptionofwork	**Place &State**	**Name andAddress ofEmployer**	**Estimatedvalueofwork(Rs.Lakhs)**	**Specifiedperiod ofcompletion**	**Date whendecision isexpected**	**Remarksifany**
1	**2**	**3**	**4**	**5**	**6**	**7**

1.6.Thefollowingitemsofequipmentareconsideredessentialforsuccessfullycarryingoutthe works.TheTenderer should furnish all the information listed below.

TABLE 4

Itemofwork	**Requirement**		**Owned**	**Owned&Available**		**Remarks**
	No	**Capacity**		**Number/Capacity**	**Age/Condition**	

Reportsonthefinancialstandingofthetenderer,suchasprofitandlossstatementsand auditor'sreportsforthelast fiveyears;

Qualificationandexperienceofthekey technicalandmanagementpersonnelinpermanentemployment with thetendererandthosethat areproposedto be deployed on thiscontract.

TABLE 5

Position Name Qualification	Name	Qualification	Year of Experience (General)	Years ofexperience in theproposed position	No's Proposed

Bidder must submit CV's along with their qualification certificate counter signed by the head of the Organization. CV s submitted without their qualification certificate is liable for rejection of the tender.

Tendershallsubmitthedetailsinseparatesheetsforofficeandfieldstaff.

Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

Evidence of access to financial resources to meet the qualification requirement specified inSection 2. ITT sub-clause3.3 (b): Cash in hand, Letter of Credit etc. List them below andattachcertificatefrom theBanker in thesuggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s.....is a reputed company with a good financial standing. If the contract for this work, namely ..... is awarded to the above firm, we shall be able to provide overdraft/ credit facilities to the extent of Rs..... Lakhs to meet

The working capital requirements for executing the above contract.

Name of the
Bank,SeniorBankM
anger
Address:.....

Deleted.

Information on litigations in which the Tenderer is involved:(Separate sheet should be added as per the table below)(Attached(Yes/No)

TABLE6

OtherParty(ies)	Employer	CauseofDispute	Amount involved	Remarks showing Present Status

The proposed methodology and program of construction, backed with equipment planninganddeployment,dulysupportedwithbroadcalculationsandqualitycontrolprocedures

Proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.(Separate sheets should be added) (Attached(Yes/No)

AdditionalRequirements

Tenderer should provide any additional information required to fulfill the requirements of Clause3.1 of the Instructions to the tenderers, if applicable.

(i) Affidavit as per the format given in qualification information(Attached(Yes/No)

(ii) Undertaking as per the format given qualification information.(Attached(Yes/No)

(iii) 2 LMV Car with drivers and Fuel to be provided to respective site for the use of department engineers daily till completion of work.

(iv) Contractor should provide safety equipment to all working labour.

Should provide Signage, Caution Boards, Barricade, Caution

Tapes .Etc...As per site condition

Power of Attorney for signing of Application

(ReferClause1.1eofqualificationInformation)

Knowallmen bythese presents,We .....(name of thefirm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms(name), ...son/daughter / wife
of..... andpresently residingat..... whoispresently employedwithusand holdingthepositionof....., as our trueand lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts,deeds and things as are necessary or required in connection with or incidental to submission of our applicationforQualificationandsubmissionofourtenderforthe*****Projectproposedor beingdevelopedbythe
***** (the "Authority") including but not limited to signing and submission of all applications, tenders andother documents and writings, participate in Pre-Applications and other conferences and providinginformation/ responses to the Authority, representing us in all matters before the Authority, signing andexecution of all contracts including the Concession Agreement and undertakings consequent to acceptance ofour tender, and generally dealing with the Authority in all matters in connection with or relating to or arisingout of our tender for the said Project and/ or upon award thereof to us and/or till the entering into of theConcessionAgreementwith the Authority.

ANDweherebyagree toratify andconfirmanddohereby ratify andconfirmall acts,deedsandthingsdoneor caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power ofAttorney and that all acts, deeds and things done by our said Attorney in exercise of the powers herebyconferredshallandshallalways be deemed to have been donebyus.
INWITNESS WHEREOFWE, ...,THEABOVENAMEDPRINCIPALHAVE EXECUTEDTHISPOWEROFATTORNEYONTHIS.....

DAYOF.....
...

For
.....

.(Signature,name,designation

andaddress)

Witnesse
s:1.

(Notarized)

2.
Accepted
(Signatur
e)
(Name, Title and Address of the
Attorney)Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any,laid down by the applicable law and the charter documents of the executant(s) and when it is so required,thesame shouldbe undercommonsealaffixedinaccordance with therequired procedure.
- Whereverrequired,theApplicantshouldsubmitforverificationtheextractofthecharter documentsand documents such as a board or shareholders' resolution/ power of attorney in favour of the personexecutingthisPower ofAttorneyforthedelegationofpower hereunderonbehalfoftheApplicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised bythe Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.However, the Power of Attorney provided by Applicants from countries that have signed the HagueLegislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries aconformingAppostillecertificate.

AFFIDAVIT

(ReferClause1.14ofqualificationInformation)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersignedalso hereby certifies that neither our firm M/s _____ have abandonedanyworkon NationalHighwaysinIndianoranycontractawardedtousfor suchworkshavebeen rescinded, duringlast fiveyearsprior to thedate ofthis tender.

3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation tofurnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

(Signed by an Authorized Officer of
the Firm)TitleofOfficer
Name of
FirmDATE

UNDERTAKING

(ReferClause1.14ofqualificationInformation)

I,the undersigned do hereby undertake that our firm M/s_____Agree to abide by this tender for a period 180days for the date fixed

For receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of
the Firm)Titleof Officer
Name of
FirmDATE:

SECTION4
FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEEDWITHTHE WORKANDAGREEMENT FORM

Formof Tender

"Additional Grants for Road Widening at Mahadevapura Zone Limits")"

To,
Office of the Executive Engineer
Road Infrastructure, Mahadevapura Division,
97/2D,2nd Floor, Krishnashine Building,
Near Marathalli Bridge, Marathalli,
Bangalore-560037

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of ContractaccompanyingthisTenderfortheContractPriceof_____ _____*[infigures](_____)* *[in letters]*.

ThisTenderandyourwrittenacceptanceofitshallconstituteabindingcontractbetweenus.We understandthatyou arenot bound to acceptEach oranyTenderyoureceive.

The advance payment required is Rs. ……

We undertake that, in competing for (and, if the award is made to us, in executing) the abovecontract, we will strictly observe the laws against fraud and corruption in force in India namely"PreventionofCorruption Act 1988".

WeherebyconfirmthatthisTendercomplieswiththeTendervalidityandEarnestmoneydeposi trequired bythe Tender documents.

We attach herewith our current income-tax

clearance certificate.Yoursfaithfully,

Authorized

Signature:Name&Title

ofSignatory:Name of

Tenderer:Address:

Letterof Acceptance

(LetterheadpaperoftheEmployer)

[date]

To:

_____[name and address of the Contractor]DearSirs,

ThisistonotifyyouthatyourTenderdated_____ _____forexecutionof[Nameofthecontractandidentificationnumber,asgivenintheInstructionstoTenderers]forthe ContractPrice ofRupees_(_____)[amountinwordsandfigures],ascorrected and modified in accordance with the Instructions to Tenderers is hereby accepted by ourAgency.

You are hereby requested to furnish Security deposit plus additional security for unbalancedtendersintermsofClause25.5ofITT,intheformdetailedinClause29.1ofITTforanamountofRs ..... within20daysofthereceiptofthisletterofacceptancevalidupto30days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failingwhichaction as stated inPara29.4 of ITT will betaken.

Yours faithfully,Authorizedsignature

Name and Title of SignatoryNameofAgency-

Issue of Notice to proceed with the work

(Letter head of the Employer)

……(date)

To

……

…… (name and address of the Contractor)DearSirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 andsigningofthecontractagreementfortheconstructionof……aTenderPrice ofRs …… ,you are hereby instructed to proceed with the execution of the said Works in accordance with the contract documents.

Yoursfaithfully,

(Signature,name andtitleofsignatoryauthorizedtosignonbehalfof Employer)

Agreement Form

Agreement

This agreement, made the day of _____ 20_____, _____

between

_____[nameandaddressofEmployer](Hereinaftercalled"theEmployer")oftheonepartand _____[nameandaddressofcontractor](hereinaftercalled"theContractor")oftheotherpart.

WhereastheEmployerisdesirousthattheContractorexecute_____[nameandidentification number of Contract] (hereinafter called "the Works") and the Employer has acceptedthe Tender by the Contractor for the execution and completion of such Works and the remedying ofanydefectsthereinat acontract priceof Rupees.....

NOWTHISAGREEMENTWITNESSETHasfollows:

1. In this Agreement, words and expression shall have the same meanings as are respectivelyassigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemedtoform and beread andconstrued as part ofthis Agreement.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinaftermentioned, the Contractor hereby covenants with the Employer to execute and complete theWorks and remedy any defects therein in conformity in all aspects with the provisions of theContract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution andcompletion of the Works and the remedying the defects wherein the Contract Price or such othersum as may become payable under the provisions of the Contract at the times and in the mannerprescribed bytheContract.

4. The following documents shall be deemed to form and be read and construed as part of thisAgreement,viz:
   i) LetterofAcceptance;
   ii) Noticetoproceed withtheworks;
   iii) Contractor'sTender;
   iv) ContractData;
   v) Conditionsofcontract(includingSpecialConditionsofContract);
   vi) Specifications;
   vii) Drawings;
   viii) BillofQuantities;and
   ix) Anyother documentlisted intheContractDataasformingpartofthe contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and yearfirstbeforewritten.

TheCommonSealof_____ _____washereuntoaffixedinthepresenceof:Signed,SealedandDeliveredbythesaid_____ _____inthepresenceofBindingSignatureofEmployer____ BindingSignatureofContractor_____

SECTION5:CONDITIONSOFCONTRACT

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ConditionsofContract

A.General

1. Definitions

TermswhicharedefinedintheContractDataarenotalsodefinedintheConditionsof Contractbutkeeptheirdefined meanings.Boldlettersareused toidentifydefinedterms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of theTender.
Compensationevents arethosedefinedinClause38hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer inaccordancewith Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, completeandmaintain the Works. Itconsists of thedocumentslisted in Clause2.2below.

The**ContractData**definesthedocumentsandotherinformationwhichcompriset heContract.
The **Contractor** is a person or corporate body who's Tender to carry out the Works has beenaccepted bythe Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor totheEmployer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjustedinaccordancewith theprovisions of theContract.

Daysarecalendardays;**months**arecalendarmonths.

A**Defect**is anypartoftheWorks not completedin accordancewith theContract.

The **Defects liability period** is the period named in the Contract Data and calculated from theCompletionDate.

The**Employer** is thepartywhowill employthe Contractor tocarryout theWorks.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site toconstructtheWorks.

The**InitialContractprice**istheContractPricelistedintheEmployer'sLetterofAcc eptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shallcomplete the Works. The Intended Completion Date is specified in the Contract Data. TheIntended Completion Date may be revised only by the Employer by issuing an extension oftime.

Materials are all supplies, including consumables, used by the contractor for incorporation inthe Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic orchemicalor biological function.

The**Site**is theareadefined as suchin the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The**Works**arewhattheContractrequirestheContractortoconstruct,install,andturnovertotheEmployer,as defined in the Contract Data.

2. Interpretation

In interpreting these Conditions of Contract, singular also means plural, male also meansfemale or neuter, and the other way around. Headings have no significance. Words have theirnormalmeaningunderthelanguageoftheContractunlessspecificallydefined.TheEmployer willprovide instructionsclarifyingqueriesabout theConditionsofContract.

Thedocuments formingtheContract shallbeinterpreted inthe followingorderofpriority:

(1) Agreement
(2) LetterofAcceptance, noticetoproceed withtheworks
(3) Contractor'sTender
(4) ContractData
(5) ConditionsofContract
(6) Specifications
(7) Drawings
(8) Billofquantitiesand
(9) Anyother documentlisted intheContract Data as formingpart ofthe Contract.

3. Lawgoverningcontract

3.1 Thelaw governingtheContractistheLawsofIndia supplantedbytheKarnatakaLocalActs.

4. Employer'sdecisions

4.1 Exceptwhereotherwisespecificallystated,theEmployerwilldecidecontractualmattersbetweenthe Employer and theContractor.

5. Delegation

5.1 TheEmployermaydelegateanyofhisduties andresponsibilitiestootherpeopleafternotifyingthe Contractorand maycancel anydelegation afternotifyingtheContractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective onlywhen in writing. A notice shall be effective only when it is delivered (in terms of IndianContractAct).

7. Subcontracting

7.1 Subcontractingisnotallowedexceptforspecializedworksuchas WaterSupply,Sanitaryand Electrical works as per requirement of clause 3.2 and 3.3 under Qualification of theTenderer.

8. OtherContractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities,utilities,andthe Employer.

9. Personnel

TheContractorshallemploythetechnicalpersonnel(ofnumberandqualifications) asmaybe stipulated by GOK from time to time during the execution of the work. The technical staffsoemployed shall beavailable at site as maybestipulated bythe Employer.

If the Employer asks the Contractor to remove a person who is a member of the Contractor'sstaff or his work force stating the reasons, the Contractor shall ensure that the person leavestheSite withinseven days andhas nofurther connection withthework intheContract.

10. Employer'sandContractor'srisks

10.1TheEmployercarriestheriskswhichthisContractstatesareEmployer'srisks,andth eContractorcarriestheriskswhich thisContract statesareContractor'srisks.

11. Employer'srisks

TheEmployerisresponsiblefortheexceptedriskswhich are:

(a) rebellion,riotcommotionordisorderunlesssolelyrestrictedtoemployeesoftheC ontractororhis Sub-Contractors arisingfrom theconductof theWorks; or

(b) acause duesolelyto the design of theWorks, otherthan the Contractor'sdesign; or

(c) anyoperationof the forcesof nature(insofar asitoccursonthe Site) whichanexperiencedcontractor:

(i) couldnot havereasonablyforeseen;or

(ii) couldreasonablyhaveforeseen,butagainstwhichhecouldnotreasonabl yhavetakenat least one of thefollowingmeasures;

(A) preventlossordamagetophysicalpropertyfromoccurringbyta kingappropriatemeasures or

(B) insureagainstsuchlossordamage

12. Contractor'srisks

12.1 All risks of loss of or damage to physical property and of personal injury and death whicharise during and in consequence of the performance of the Contract other than the exceptedrisksarethe responsibilityofthe Contractor.

13. Insurance:

TheContractorshallpriortocommencingtheworks,effectandthereaftermaintaini nsurances, in the joint names of the Employer and the Contractor, (cover from the firstworking day after the Start Date to the end of Defects Liability Period), in the amounts statedintheContractData:

(a) forlossofordamagetotheWorks, PlantsandMaterials andtheContractor'sequipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or theirpropertyarisingoutoftheContractor'sperformanceoftheContractincludi ngtheContractor'sliabilityfordamageto theEmployer'spropertyotherthan theWorks and

(c) for liability of both Parties and of any Employer's representative for death and injury tothe Contractor's personnel except to the extent that liability arises from the negligence oftheEmployer, anyEmployer'srepresentative ortheirEmployees.

PoliciesandcertificatesforinsuranceshallbedeliveredbytheContractortotheEmp loyerforhisapprovalbeforetheStartDate.Allsuchinsuranceshallprovideforcomp ensationtobe payable to rectify the loss or damage incurred. All

paymentsreceived from insurersrelating to loss or damage shall be held jointly by the Partiesand usedfor the repair of thelossor damageoras compensationforloss or damagethatis not to berepaired.

13.2.1If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the coverrelevanttosuchdefaultandpaythepremiumsdueandrecoverthesameasade duction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be adebt due.

Alterations to the terms of insurance shall not be made without the approval of the Employer. Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred tointheContract data, supplemented byanyinformation available to the Tenderer.

15. Queries about the Contract Data

15.1 TheEmployerwillclarifyqueries ontheContractData.

16. Contractor to construct the Works

16.1 TheContractorshallconstructtheWorksinaccordancewiththeSpecificationand Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry outthe Works in accordance with the program submitted by the Contractor, as updated with theapprovalof theEmployer,and complete them bytheIntended CompletionDate.

18. Approval by the Employer:

The Contractor shall submit Specification and drawings showing the proposed TemporaryWorks to the Employer, who is to approve them if they comply with the Specifications andDrawings.

TheContractor shallberesponsible forthe designofTemporaryWorks.

TheEmployer'sapprovalshallnotaltertheContractor'sresponsibilityfordesignoft heTemporaryWorks.

TheContractorshallobtainapprovalofthirdpartiestothedesignofthirdpartiestot hedesignof thetemporaryWorks whererequired.

AllDrawingspreparedbytheContractorfortheexecutionofthetemporaryorperma nentWorks,aresubject to priorapproval bythe Employerbeforetheiruse.

19. Safety

19.1 TheContractor shall beresponsiblefor thesafetyofall activities on theSite.

20. Discoveries

20.1Anything of historical or other interest or of significant value unexpectedly discovered on theSite is the property of the Employer. The Contractor is to notify the Employer of suchdiscoveriesandcarryout theEmployer's instructions fordealingwith them.

21. Possession of theSite

21.1TheEmployershallgivepossessionofallpartsoftheSitetotheContractor.Ifpossessio nofa part is not given by the date stated in the Contract Data the Employer is deemed to havedelayedthe startof the relevantactivities and thiswill beCompensationEvent.

22. Access totheSite

22.1 The Contractor shall allow the Employer and any person authorized by the Employer accessto the Site, to any place where work in connection with the Contract is being carried out or isintended to be carried out and to any place where materials or plant are being manufactured /fabricated/ assembled for theworks.

23. Instructions

23.1TheContractorshallcarry outallinstructionsoftheEmployerwhichcomply withtheapplicablelaws wherethe Site is located.

24. ProcedureforresolutionofDisputes:

If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall bereferred by either party to Arbitration within 30 days of the notification of the Employer'sdecision.

If neither party refers the dispute to Arbitration within the above 30 days, the Employer'sdecisionwill befinal andbinding.

The Arbitration shall be conducted in accordance with the arbitration procedure stated in theSpecialConditions of Contract.

B. TimeControl

25. Program

Within the time stated in the Contract Data the Contractor shall submit to the Employer forapproval a Program showing the general methods, arrangements, order, and timing for all theactivitiesin theWorks.

The Employer's approval of the Program shall not alter the Contractor's obligations. TheContractor may revisethe Programand submititto the Employer againatany time.ArevisedProgram isto show theeffect of Variationsand Compensation Events.

26. Extension of the Intended CompletionDate

The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1The Employer may instruct the Contractor to delay the start or progress of any activity withinthe Works.

28. Management meetings

The Employer may require the Contractor to attend a management meeting. The business of amanagement meeting shall be to review the progress achieved and the plans for remainingwork.

TheresponsibilityofthepartiesforactionstobetakenistobedecidedbytheEmployer either at the management meeting orafter the management meeting andstated in writing tobedistributed to all who attended the meeting.

C. QualityControl

29. Identifying defects

The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

The Employer may appoint, mandate, out source quality control to an independent agency or constitute a Committee of members on Quality Control (CQC). The CQC shall perform its duties as stated by the Employer at the time of appointment / formation.

30. Tests

30.1If the Employer instructs the Contractor to carry out a test not specified in the Specification tocheck whether any work has a Defect and the test shows that it does, the Contractor shall payforthe test and anysamples.If thereis no Defect thetest shall be aCompensation Event.

31. Correctionofdefects

The Employer shall give notice to the Contractor of any Defects before the end of the DefectsLiability Period, which begins at Completion and is defined in the Contract Data. The DefectsLiabilityPeriod shall beextended foras longas Defects remain tobe corrected.

Every time notice of a Defect is given, the Contractor shall correct the notified Defect withinthelength of time specified bythe Employer'snotice.

32. Uncorrecteddefects

32.1.1If the Contractor has not corrected a Defect within the time specified in the Employer'snotice, the Employer will assess the cost of having the Defect corrected, and the Contractorwill paythis amount.

D. CostControl

33. Bill of Quantities (BOQ)

The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

(a) Increaseordecreaseof anyitemofwork included intheBill ofQuantities(BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works;and

(f) Change in any specified sequence, methods or timing of construction of any part of thework.

The Contractor shall be bound to carry out the work in accordance with any instructions inthis connection, which may be given to him in writing by the Employer and such alterationshallnot vitiateor invalidate thecontract.

Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

The Contractor shall promptly request in writingto the Employer to confirm verbal ordersand the officer issuing or all instructions shall confirm it in writing within 30 days, failing which the works shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. has to be obtained for the variation exceeding 5%.

35. Payments for Variations

Paymentfor increase inthe quantities of an itemin the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, theContractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plusorminus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

If there is no rate for the additional, substituted or altered item of the work in theBOQ,efforts would be made to derive the rates from those given in the BOQ or the Schedule ofRates (applicable for the area of the work and current at the time of award of contract) and iffound feasible the payment would be made at the derived rate for the item plus or minus theoverall percentage of the original tendered rates over the current Schedule of Rates prevalentatthetime ofaward ofcontract.

Iftheratesforadditional,substitutedoraltereditemofworkcannotbedeterminedeitherasat 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for theitemssupported byanalysis of therate orrates claimed, within 7 days.

If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and theVariationshall betreatedas a Compensation Event.

Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submissionofbillsforpayment

TheContractorshallsubmittotheEmployermonthlybillsofthevalueoftheworkcompletedless thecumulative amount paid previously.

The Employer shall check the Contractor's bill and determine the value of the work executedwhich shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii)valuationof Variations and Compensation Events.

The Employer may exclude any item paid in a previous bill or reduce the proportion of anyitempreviouslypaid in thelight of later information.

37. Payments

Payments shall be adjusted for deductions for advance payments, other recoveries in terms ofthe contract and taxes, at source, as applicable under the law.The Employer shall pay theContractor the within 90 days of submission of bill. The contractor shall be liable to

payliquidateddamagesforshortfallinprogressforprogressbeyondtheagreedprogrampaymentis subject to availabilityofgrants.

Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

ThefollowingareCompensation events unless theyare caused bytheContractor:

(a) TheEmployerdoesnotgiveaccesstoapartoftheSitebytheSitePossession Datestatedin theContract Data.
(b) TheEmployerordersadelayordoesnotissuedrawings,specificationsorinstructionsrequired for execution ofworkson time.
(c) TheEmployerinstructstheContractortouncoverortocarryoutadditional testsuponwork which is thenfoundto haveno Defects.
(d) TheEmployergivesaninstructionfordealingwithanunforeseenconditio n,causedbythe Employer,oradditional work required forsafetyor other reasons.
(e) Theeffect on theContractor ofanyof theEmployer'sRisks.
(f) TheEmployer unreasonablydelays issuingaCertificate ofCompletion.
(g) OtherCompensationEventslistedintheContractDataormentionedintheContract.

If a Compensation Event would cause additional cost or would prevent the work beingcompleted before the Intended Completion Date, the Contract Price shall be increased and/orthe Intended Completion Date is extended. The Employer shall decide whether and by howmuch the Contract Price shall be increased and whether and by how much the IntendedCompletionDateshall be extended.
AssoonasinformationdemonstratingtheeffectofeachCompensationeventupontheContractor's forecast cost has been provided by the Contractor, it is to be assessed by theEmployer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast isdeemed unreasonable, the Employer shall adjust the Contract Price based on Employer's ownforecast. The Employer will assume that the Contractor will react competently and promptlytotheevent.

TheContractorshallnotbeentitledtocompensationtotheextentthattheEmployer'sinterests are adversely affected by the Contractor not having given early warning or nothavingcooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be Excluding of the sales and other taxes for the performance of this Contract. The Employer will perform such duties in regard to the inclusive of such taxes at source as per applicable law.

40. PriceAdjustment:deleted.

41. Liquidated damages

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in theContract Data for each day that the Completion Date is later than the Intended CompletionDate (for the whole of the works or the milestone as stated in the Contract Data).The totalamount of liquidated damages shall not exceed the amount defined in the Contract Data. TheEmployer may deduct liquidated damages from payments due to the Contractor. Payment ofliquidateddamages doesnot affecttheContractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, theEmployershallcorrectanyoverpaymentofliquidateddamagesbytheContractorbyadjustingthe next payment of bill.

42. AdvancePayments:

The Employer shall make payment to the Contractor of the amounts stated in the ContractData by the date stated in the Contract Data, against provision by the Contractor of anunconditionalbankguaranteeinaformacceptabletotheEmployerissuedbyaNationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shallremain effective until the advance payment has been repaid, but the amount of the guaranteeshall be progressively reduced by the amounts repaid by the Contractor. Interest will not bechargedon theadvancepayment.

The Contractor is to use the advance payment only to pay for Mobilization expenses requiredspecificallyforexecutionoftheWorks.TheContractorshalldemonstratethatadvancepayment has been used in this way by supplying copies of invoices or other documents to theEmployer.

The advance payment shall be repaid by deducting proportionate amounts from paymentsotherwise due to the Contractor, following the schedule of completed percentages of theWorksonapaymentbasis.Noaccountshallbetakenoftheadvancepaymentoritsrepaymentinassessingvaluationoftheworkdone,variations,priceadjustments, compensationevents or liquidated damages.

43. Securities:

The Security deposit (including additional security for unbalanced tenders) shall be provided tothe Employer no later than the date specified in the Letter of Acceptance and shall be issued inan amount and form and type of instrument acceptable to the Employer. The Security depositshall be valid until a date 30 days from the date of expiry of Defects Liability Period and theadditional security for unbalanced tenders shall be valid until a date 30 days from the date ofissueof thecertificate of completion.

44. Costof Repairs:

44.1Loss or damage to the Works or Materials to be incorporated in the Works between the StartDate and the end of the Defects Correction periods shall be

remedied by the Contractor at theContractor'scost ifthelossor damage arises fromthe Contractor'sacts oromissions.

E. FinishingtheContract

45. Completion

45.1 TheContractorshallrequesttheEmployertoissueaCertificateofCompletionoftheWorksandthe Employer will doso upondecidingthat theWork is completed.

46. Takingover

46.1 TheEmployershalltakeovertheSiteandtheWorkswithinsevendaysofissuingacertificateofCompletion.

47. Finalaccount

47.1The Contractor shall supply to the Employer a detailed account of the total amount that theContractor considers payable under the Contract before the end of the DefectsLiabilityPeriod. The Employer shall issue a Defect Liability Certificate and certify any final paymentthatisduetotheContractorwithin90daysofreceivingtheContractor'saccountifitiscorrect and complete. If it is not, the Employer shall issue within 90 days a schedule thatstates the scope of the corrections or additions that are necessary. If the Final Account is stillunsatisfactory after it has been resubmitted, the Employer shall decide on the amount payableto the Contractor and make payment within 60 days of receiving the Contractor's revisedaccount.

48. AsbuiltdrawingsandorOperatingandMaintenanceManuals

If “as built” Drawings and/or operating and maintenance manuals are required, the Contractorshall supplythem bythedates stated in theContract Data.

If the Contractor does not supply the Drawings by the dates stated in the Contract Data, orthey do not receive the Employer’s approval, the Employer shall withhold the amount statedintheContract Data from payments dueto theContractor.

49. Termination

The Employer may terminate the Contract if the other party causes a fundamental breach oftheContract.

Fundamentalbreachesof Contractinclude,butshallnotbelimitedtothefollowing:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on thecurrentProgramand thestoppage has notbeenauthorizedbythe Employer;

(b) Deleted.

(c) TheContractorbecomesbankruptorgoesintoliquidationotherthanforareconstructionoramalgamation;

(d) Deleted.

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamentalbreachofContractandtheContractorfailstocorrectitwithinareasonableperiodoftimedetermined bythe Employer;

(f) TheContractor does notmaintain asecuritywhich is required;

(g) the Contractor has delayed thecompletion of works by the number of daysfor whichthe maximum amount of liquidated damages can be paidas defined inthe Contractdata;and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulentpracticesincompeting for orin theexecutingtheContract.
Forthepurposeofthisparagraph:“corruptpractice”meanstheoffering,giving,receivingor soliciting of anything of value to influence the action of a public official intheprocurementprocessorincontractexecution.“Fraudulentpractice”meansamisrepresentation of facts in order to influence a procurement process or the executionof acontract to the detriment of the Borrower, and includes collusive practice amongTenderers(prior to or after Tender submission) designed to establish Tender prices atartificial non competitive levels and to deprive the Borrower of the benefits of free andopencompetition.”

When either party to the Contract gives notice of a breach of contract to the Employer for acause other than those listed under Sub Clause 49.2 above, the Employer shall decide whetherthebreach is fundamental or not.

Notwithstandingtheabove, theEmployer mayterminate theContract for convenience.

If the Contract is terminated the Contractor shall stop work immediately,

make the Site safeandsecureand leavetheSiteas soon as reasonablypossible.

50. PaymentuponTermination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor,theEmployershallpreparebillforthevalueoftheworkdonelessadvancepaymentsreceived up to the date of the bill, less other recoveries due in terms of the contract, less taxesduetobedeductedatsourceasperapplicablelawandlessthepercentagetoapplytothe

work not completed as indicated in the Contract Data. Additional Liquidated Damages shallnotapply.IfthetotalamountduetotheEmployerexceedsanypaymentduetotheContractorthedifferenceshall be adebt payable to the Employer.

If the Contract is terminated at the Employer's convenience or because of a fundamentalbreach of Contract by the Employer, the Employer shall prepare bill for the value of the workdone, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnelemployed solely on the Works, and the Contractor's costs of protecting and securing theWorksandlessadvancepaymentsreceiveduptothedateofthecertificate,lessotherrecoveries due in terms of the contract, and less taxes due to be deducted at source as perapplicablelawand make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to betheproperty of theEmployer,iftheContractisterminatedbecauseofaContractor'sdefault.

52. Releasefromperformance

If the Contract is frustrated by any event entirely outside the control of either the Employer ortheContractortheEmployershallcertifythattheContracthasbeenfrustrated.TheContractor shall make the Site safe and stop work as quickly as possible after receiving thiscertificate and shall be paid for all work carried out before receiving it and for any workcarriedout afterwards towhich commitmentwas made.

F. SpecialConditionsofContract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangementsfor the engagement of all staff and labour, local or other, and for their payment, housing,feedingandtransport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail,in such form and at such intervals as the Employer may prescribe, showing the staff and thenumbers of the several classes of labour from time to time employed by the Contractor on theSiteand such otherinformation as the Employermayrequire.

2. **Compliance with labour regulations**:

During continuance of the contract, the Contractor and his sub-contractors shall abide at alltimes by all existing labour enactments and rules made there under, regulations, notificationsand bye laws of the State or Central

Government or local authority and any other labour law(including rules), regulations, bye laws that may be passed or notification that may be issuedunder any labour law in future either by the State or the Central Government or the localauthority. The Contractor shall keep the Employer indemnified in case any action is takenagainst the Employer by the competent authority on account of contravention of any of theprovisionsofanyActorrulesmadethereunder,regulationsornotificationsincludingamendments.IftheEmployeriscausedtopayorreimburse,suchamountsas maybenecessary to cause or observe, or for non-observance of the provisions stipulated in thenotifications/byelaws/Acts/Rules/regulationsincludingamendments,ifany,onthepartofthe Contractor, Employer shall have the right to deduct any money due to the Contractorincluding his amount of security deposit.The Employer shall also have right to recover fromthe Contractor any sum required or estimated to be required for making good the loss ordamagesuffered bythe Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

Once the contractor enters in to the contract the contractor is bound to pay/refund if the GST rates are Revised during the contract period

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Siteand to avoid damage or nuisance to persons or to property of the public or others resultingfrom pollution, noise or other causes arising as a consequence of his methods of operation.During continuance of the contract, the contractor and his sub-contractors shall abide at alltimes by all existing enactments on environmental protection and rules made there under,regulations,notificationsandbye-lawsoftheStateorCentralGovernment,orlocalauthoritiesandanyotherlaw,bye-law,regulationsthatmaybepassedornotificationthatmay be issued in this respect in future by the State or Central Government or the localauthority.

4. Arbitration (Clause24)

The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relatingtoany matterarisingoutoforconnectedwiththisagreementitshallbesettledinaccordance with the Arbitration and Conciliation Act 1996. The disputes or differencesshall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreementbetween the parties; failing such agreement, by the Appointing Authority (any one of theOrganizationsas perlist enclosed in Annexure).

(b) Arbitration proceedings shall be held at Bengaluru, Karnataka, India.

(c) The costand expensesof arbitration proceedings will be paidas determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedingsand payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

G. Additional Clause:

Inthecaseofthedeathofacontractorafterexecutingtheagreement/commencementofthework,his legal heir, if an eligible registered contractor and willing, can execute and complete the work attheaccepted tender ratesirrespectiveof thecostofthe work.

[AddotherClausesspecifictotheworkforwhichtendersareinvited.]

5. Penalty for Delay:

a. After acceptance of the tender, the Employer / Authorized representative shallissue a written order to the successful Tenderer to commence the work. TheContractor shall enter upon or commence any portion of work only with thewrittenauthorityandinstructionsoftheEmployer/Authorizedrepresentative.WithoutsuchinstructionstheContractorshallhaveno claimtodemand for measurements of orpayment for, work donebyhim.

b. The time allowed for carrying out the work as entered in the tender shall bestrictly observed by the Contractor. It shall be reckoned from the date of issueof work order to the Contractor. The work shall throughout the stipulatedperiod of the Contract be proceeded with, with all due diligence (time beingdeemed to be the essence of the Contract on the part of the Contractor). To ensure good progress during the execution of the work, the Contractor shall be bound (in all cases in which the time allowed for any work exceeds onemonth) to comply with the time schedule according to the Programme of execution of the work as agreed upon and enclosed to the Contract.

TheContractorshallmakeWorkSchedulinginMSprojectandfurnishplanned monthly stipulated financial and physical progress for assessment ofshortfallin theform ofcash flow statements, PERT &CPMCharts.

c. The progress of works shall be reviewed by the Authorized representative /Engineer-in-chargeandthePMCConsultantsonregularbasiswiththeContractor based on the above Programme furnished by the contractor.

d. To the extent the shortfall is assessed, as due to the delay on the part of theContractor a notice shall be issued to him by the Authorized representative /Engineer-in-charge to make up the shortfall in the succeeding month. If theshortfall is not made up before the next review of progress of work, theContractorshall beliableto paypenaltyas indicatedbelow.

e. In respect of the shortfall in progress, assessed as due to the delay on the partof Contractor the Contractor shall be liable to pay as penalty an amount asspecifiedin thecontractdata.

f. In the event of any of the above courses being adopted by the Authorizedrepresentative/Engineer-in-charge, theContractor shallhavenoclaimto

6. Otherconditions:

Bidder shall ensure that all the documents required to qualify the tender shall besameasnamementionedinthelicensecopyanymismatchmayleadtorejectionofthetenderandifacompanyismergedwiththeothercompanyorindividualifany,therelatedsuchdocumentalongwithordercopyshallbesubmitted.

Bidder shall enter in to an agreement / MOU to submit their certificate andLicensetoqualifythistenderwithlicenseholderofWaterSupplyandElectricalworksandshallsubmitworkdonecertificateasspecifiedint

heeligibilitycriteria dulysignedbythenot belowtherank of ExecutiveEngineer.

Bidder shall understand all aspects of this tender document and shall visit thesitetogetfamiliarwiththesiteconditionandalsostudytheavailable drawingsandalsounderstandthenatureandimpactofworklikewideni ngdemolishingetc.

Contractorshall beresponsibleforall safetyaspectspertainingto thework.

Contractor shall validate the Detailed Project Report (DPR) and its drawingswithestimates.

Contractor shall be responsible for preparation of all working drawings and submitthesame to the tenderinvitingauthorityforapproval.

Contractorshallberesponsiblefortestingof allconstruction materials at the

NABL accredited laboratory and the testing report must be submitted to thetenderinvitingauthorityfor approval.

Contractor shall be responsible for establishing a site office at the center of the project road and necessary arrangements like office furniture's and all construction related documents such as a copy of DPR,Estimate, Drawingsetc.

Contractor shall be responsible for recording day to day activities and a registerbook must be followed and signature of contractor's representative, PMC andauthorityasand when visit the siteto be recorded.

Contractor shall be responsible for storing necessary and required quantum ofconstructionmaterials atsiteto avoid delayinconstruction.

Contractorshall beresponsibleforunderstandingthetender documentandBill ofQuantity(BOQ)duringbiddingandquotedamountshallonlybeconsidere difthereis anymistakesfound in theestimate,drawing,BOQat thelater stage.

Work in Hand and balance work calculated considered for bid capacity must becounter signed by concerned department engineer filing which bid is liable forrejection.

Bidders must submit license copy, GST registration certificate, PAN registrationCertificate, EPF registration certificate, ESI registration certificate to qualify fortechnicalevaluation.

BiddermustsubmitTurnover Certificate withallsupportingIT

returnsdocumentwithacknowledgement to confirm the Turnover any miss match found between TurnoverCertificateandIT returns documents maynot beconsidered fortechnicalevaluation.

Annexure

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTINGAUTHORITYFOR APPOINTMENT OFARBITRATORS

1. Arbitration Centre, Bengaluru

SECTION6:CONTRACT DATA

Itemsmarked"N/A"donotapplyinthisContract.

Thefollowingdocuments arealso part ofthe Contract: **ClauseReference**

- TheSchedule of Operatingand MaintenanceManuals. [48]
- TheMethodologyand Program of Construction. [25]
- SiteInvestigationReports. [14]
- TheSchedule ofKeyandCritical Equipmentto bedeployed ontheworkas peragreedprogram of construction. [25]

TheEmployeris:

Name:TheCommissioner [1.1]

Address:Officeof theExecutiveEngineer,
Road Infrastructure, Mahadevapura Division,
97/2D,2nd Floor, Krishnashine Building,
Near Marathalli Bridge, Marathalli,
Bangalore-560037

Name of authorized Representative :Executive Engineer, RI-Mahadevapura Division, BBMP

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is **11 Months** with the following milestones - (The location of works shall be from the list of works, prioritized/identified by theEngineer in Charge. accordingly, the work Programme shall be prepared and got approved from theAuthorizedrepresentative).

Milestones	**ScopeofWorktobecompleted**	**Duration(Months)**	**AmountofProgress (Cr)**	**PercentageofProgress**
Mile stones-1	Mobilization of, Site office. Labour Camp, Studies / Investigations / Surveys Preparation/Finalization of alignment, dismantling shifting of utility lines, etc.,	1	0.0421	1%
Mile stones-2	Dismantling of Existing compound,drain,road widening,Embankment and laying Np3 pipe line with chambers reconstruction of RCC drains,compound walls after widening	5	2.52	60%
Mile stones-3	Laying GSB for Footpath, Laying PCC for Footpath, Kerb Stone fixing,laying GSB, for road ,Wetmix macadam	2	0.842	20%

Mile stones-4	Laying DBM BC and Thermoplatic paint markingFinish works like, Laying Paver Blocks, Fixing Kerb Painting, Greenery etc.,	3	0.799	19%
	Total Contract Period	11	4.201	100%

The Site Possession Date is: Immediately after issuing of work order. [21]

The Site is located at Mahadevapura zone of **BBMP,** and is defined in drawing enclosed. [1.1]

The Defects Liability Period is **1 Year from date of issue of Completion Certificate**

[31

]Insurance requirements are as under:

[13

]

Sl. No	TypeofCover	MinimumcoverforInsurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Lossordamagetoequipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Fullreplacementcost
(iv)	Personalinjuryor deathinsurance (a)for Third Party	Rs.20lakhs coveringminimum 4 persons
	(b)for Contractor's employees or labour	In accordance with the statutoryrequirementsapplicabletoKarnataka

Theliquidateddamagesforthewholeoftheworksistenpercentoffinalcontractpriceandthatforthe milestones areasunder:

Mail stone	Contract Value in Rs		**42016052.76**	
	No of Days Delay assumed	**Penalty/day Rs**	**Total Amount of Penalty**	**Max Penalty 10% of Contract Value**
M-1	7	4201.60	29,411.2	**42,01,605.27**
M-2	10	4201.60	42,016	
M-3	10	4201.60	42,016	
M-4	10	4201.60	42,016	
Total	**37**		**1,55, 459.2**	

The maximum amount of liquidated damages for the whole of the works [41]is ten percent of final contract price i.e. Rs. **42016052.76**

The Advance Payments are:- deleted

~~The amounts of the advance payment are: [42] Nature of Advance Amount (Rs.) Conditions to befulfilled1.Mobilization5%oftheContractpriceonsubmissionofun conditionalBankGuarantee.(To bedrawnbeforeendof 20%of Contract period).~~

42.2 **Repayment of advance payment for mobilization:**

The advance payment shall be repaid with percentage deductions from the interim payments certified bythe Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificatefollowing that in which the total of all such payments to the Contractor has reached not less than 5% ofthe Contract Price or 12 months from the date of payment of first installment of advance, whicheverperiod concludes earlier, and shall be made at the rate of 10% percent of the amounts of all InterimPayment Certificates until such time as the Advance payment has been repaid, always provided that theAdvance payment shall be completely repaid prior to the expiry of the original time for completionpursuantto Clauses 17and2.

The date by which "as built" drawing (in appropriate scale) in 2 sets are required is within 30 days of issue ofcertificateofcompletion ofwhole or sectionofthe workas thecase maybe

"The date by which operating & maintenance manuals are required is within 30 days of issue ofcertificateofcompletionofwholeorsectionoftheworkasthecasemaybe [48]

The amount to be with held for failing to supply "as built"drawings or supply of Operation and Maintenance Manuals by the date required is [48]

The following events shall also be fundamental breach of the contract: [49.2]

1.The contractor has contravened Sub-clause7.1and Clause9 of CC.
The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30percent. [50.1]

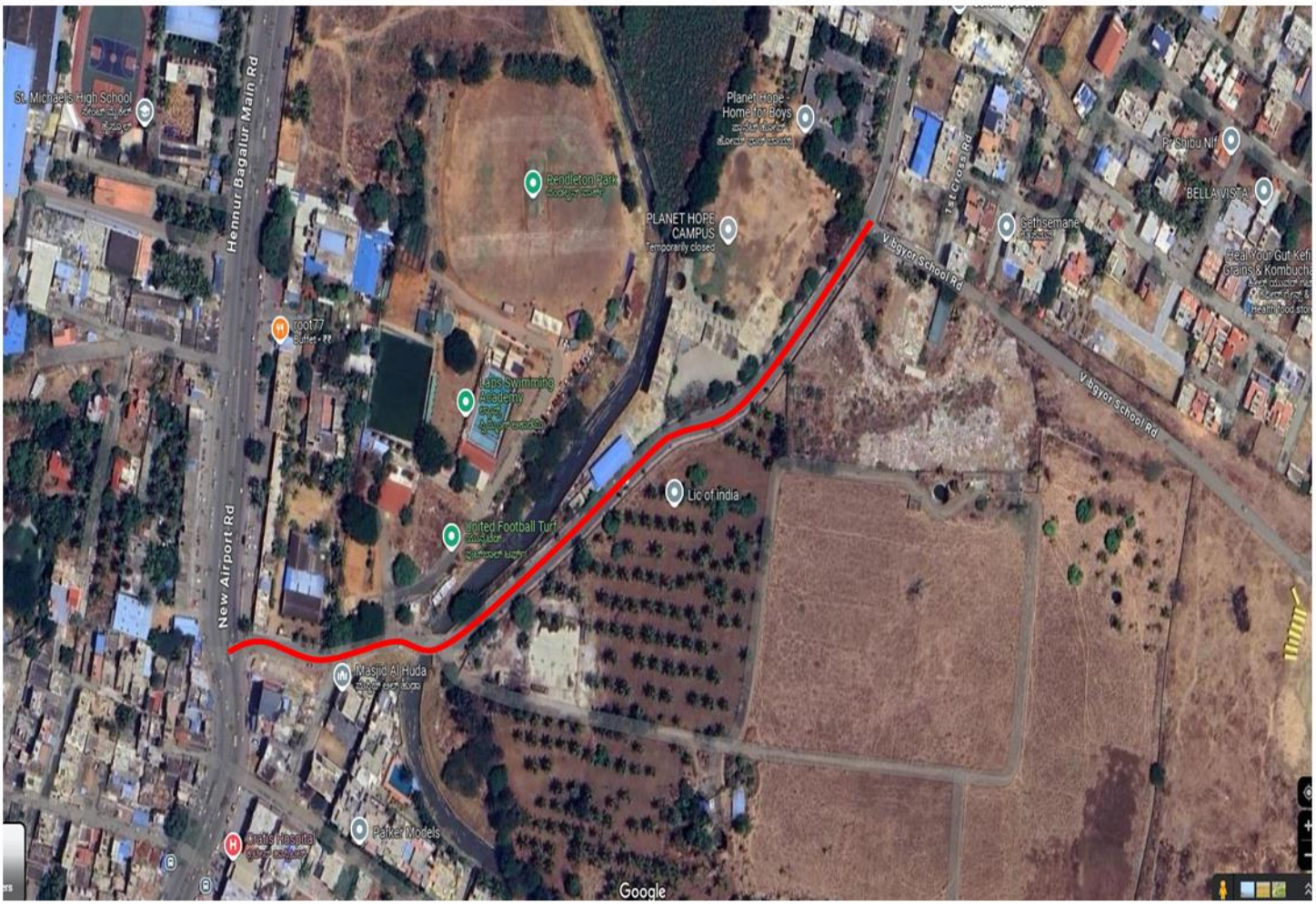
Annexure- 1-Price Escalationis Not applicable

SECTION7:SPECIFICATIONS

Technical specifications should be followed as per Ministry of Road Transport & Highways (MORT&H) Fifth Revision of the latest version

SECTION 8: LOCATION MAPDRAWING

Widening of Blessing garden main road (24mtrs road) from Hennur-Bagalur main road to Byrathi village via Geddalahalli



SECTION–9 :BILLOFQUANTITIES
(Enclosed Separately)

Sl. No.	Description of Item	Unit	Total Qty	Rate
1	Cutting of Trees, excluding removal of stumps and roots of trees(i) Girth from 300 mm to 600 mm	Nos	150	654.5
2	Removal of stumps and roots including backfilling with suitablematerial to required compaction (i) Girth from 300 mm to 600 mm	Nos	150	391.6
3	Clearing and grubbing road land including uprooting rank vegetation, grass, bushes, shrubs, saplings and trees girth up to 300 mm, removal of stumps of trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be us	Sqm	2500.00	5.32
4	Construction of Embankment by excavating the available approved Gravel/ Murrum deposited at a place or borrow pits during or prior excavation with all lifts and lead, transportation to site, spreading, grading to required slope and compacting to meet the requirement complete as per specifications, including cost of labour,rolling,water,all materials,usage& all other appurtenacesrequiredto complete the work.	Cum	1500.00	521.40
5	Construction of Granular Sub-Base of required grading as per design mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401.For Grading -V Material	Cum	750.00	2594.90
6	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well prepared surface and compacting with vibratory roller to achieve the desired density.	Cum	1490.00	2814.90
7	Prime Coat over WMM/WBM, Providing and applying primer coat with SS1 grade Bitumen Emulsion on prepared surface of granular base including cleaning of road surface and spraying primer at the rate of 0.70kg/m2 using mechanical means.	Sqm	6900.00	45.10
8	Tack coat on Bituminous surface, Providing and	Sqm	6900.00	13.20

	applying tack coat with RS1 Bituminous Emulsion using emulsion pressure distributor at the rate of 0.20 kg/m2 on the prepared bituminous surface cleaned with mechanical broom.			
9	Providing and laying Dense Graded Bituminous Macadam with 40/60 TPH capacity HMP using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH specification clause No. 505 complete in all respects. Dense Graded Bituminous Macadam Grading - II for traffic <20 MSA	Cum	360.00	10393.90
10	Providing and laying Bituminous Concrete with 40/60 TPH capacity hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 5.4 per cent of mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects Bituminous Concrete Grading II for traffic <20 MSA	Cum	536.00	12049.40
11	Road Marking with Hot Applied Thermoplastic Compound with Reflectorising Glass Beads on Bituminous Surface Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 g/m2 area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35:2015.The finished surface to be level, uniform and free from streaks and holes.	Sqm	828.90	583.00
12	Providing and fixing RCC precast fencing pole of size 0.15mx0.15mx2.0m casted in M 20 with 20mm down size aggregates making holes for drawing barbed wire at 30 cm c/c using 8 mm dia vertical 4 TMT steel rods and 10 mm dia stirups at 15 cm c/c fixed 1.5 m (itwm no:11.62 Pg 96 vol-2 kpwd sr 2024-25)	Each	507.60	1193.50
13	Painting two coats after filling the surface with synthetic enamel paint in all shades on new plastered concrete surfaces	Sqm	1169.12	119.90

14	Providing and laying in position Cement Concrete all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necessary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications Mix 1:2:4 (M15) Using 20 mm nominal size graded crushed coarse aggregates	cum	228.42	7044.4
15	Earth work excavation for Foundation by mechanical means for all works & depth upto 3 m, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, including dressing of excavated surfaces, disposing off or levelling the excavated earth or sorting & stacking the selected earth for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools, usage of machinery & other appurtenaces required to complete the work.In all kinds of soils Depth upto 3 m	Cum	2400.00	112.2
16	Earth work excavation by manual means for drains, canals, waste weir, draft, approach channels, key trenches, foundation of Buildings & bridges and such simillar works in all kinds of soils, as per drawing and technical specifications,including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter, excavated surface leveled and sides neatly dressed disposing off the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools & other appurtenaces required to complete the work.In all kinds of soils Depth upto 1.5 m	Cum	828.42	266.2
17	Providing and laying in position plain cement concrete for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machinery, curing, and all the other appurtenances required to complete the work as per technical specifications. (The cost of steel reinforcement & formwork shall be paid separately) Mix 1:3:6 (M10) Using 40 mm and down size graded crushed coarse aggregates	Cum	300.00	6587.9

18	Providing and laying in position Cement Concrete for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machinery, curing, and all the other appurtenances required to complete the work as per technical specifications.Mix 1:2:4 Using 20 mm nominal size graded crushed coarse aggregates	Cum	10.00	6867.3
19	Providing and laying in position Cement Concrete all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necessary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications M20 Design Mix Using 20 mm nominal size graded crushed coarse aggregates (Rate Including Formwork Shuttering Centring 35%)	Cum	720.00	9389.655
20	Supplying, fitting and placing TMT FE 550 / 550D Steel Reinforcement including cost of all materials, machinery, labour, cleaning, straightening, cutting, bending, hooking, laping/welding joints, tying with binding wire / soft annealed steel wire and other ancilary operations complete as per drawing and technical specification.All other type of structures	Tonne	43.20	86912.1
21	Providing and fixing precast reinforced cement concrete coveringslabs of 15cm thick made out of M25 with OPC cement 340kgs/cum, with 20 mm downsize graded metal coarse aggregates 0.70cum and fine aggregates & 0.74 cum with superplasticizers, machine mixed, including providing and removing centering, shuttering, strutting, proping etc., for edges of slabs with TMT steel (Fe 500) cost & reinforcement charges. including pointing wauth CM 1:3, finishing as required with cost of all materials, labour, all lead and lift, HOM of machinery, curing including cost of reinforcement etc., complete as directed by the Engineer in Charge of the work (Exclusive of GST and Area Loading Charges)	Sqm	1920.00	2472.8
22	Supplying and fixing M15 grade precast cement concrete Kerb stones for Roadway, Sidewalls and gutters fixed with CM 1:3 fixed and finsihed in line as per direction of Engineer in charge. (The cost of PCC shall be paid extra) 600 x 300 x 150 mm size	Nos	1600.00	509.3

23	Loading and Unloading of Stone Boulder/Stone aggregates/Sand/ Kankar/Moorum. (Tipper 5.5 m3)	Cum	3000.00	148.5
24	Cost of Haulage excluding loading and Unloading Case-1 : Surfaced Road a Taking output 10 t load and lead 10 km = 100 t.km	T.Km	31200.00	13.2
25	Earth work in surface excavation by mechanical means for lowering & leveling the ground for all works other than foundation in all kinds of soils & upto depth not exceeding 300mm as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter including dressing of excavated surfaces, disposing off or levelling the excavated earth or sorting & stacking the selected earth for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools, usage of machinery & other appurtenances required to complete the work. In all kinds of soils upto 300 mm depth	Cum	1980.00	104.5
26	Construction of Granular Sub-Base of required grading as per design mixing in a mechanical mix plant at OMC, carriage of mixed Material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the desired density, complete as per clause 401.For Grading -V Material	Cum	660.00	2735.7

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities(refer:ITBClause 11.2andCC Clause37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower ofthetwo will govern.[ITTClause24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause24.1(b)].

(5) Prevailing GST shall be paid to the tendered amount separately.

SECTION-10

FORMATOFBANKGUARANTEEFORSECURITYDEPOSIT

To:
Office of the Executive Engineer
Road Infrastructure, Mahadevapura Division,
97/2D,2nd Floor, Krishnashine Building,
Near Marathalli Bridge, Marathalli,
Bangalore-560037

WHEREAS
_____*[nameandaddressofContractor]*(hereinaftercalled"
theContractor")hasundertaken,inpursuanceofContractNo._____dated_
_____toexecute
_____*[nameofContractandbriefdescriptionofWorks]*(hereinaftercall
ed"theContract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish youwith a Bank Guarantee by a recognized bank for the sum specified therein as security for compliancewithhis obligations in accordancewith theContract;

ANDWHEREASwehaveagreedtogivetheContractorsuchaBankGuarantee;

NOWTHEREFOREweherebyaffirmthatwearetheGuarantorandresponsibletoyou,onbehal
fof
the Contractor,up to a total of Rs._____ *[amount of guarantee]*
Rupees_____*[inwords]*,andwe
undertaketopay you, upon your first written demand and without cavil or argument, any sum or sums within thelimitsof
_____*[amountofguarantee]*asaforesaidwithoutyourneedingtopro
veortoshow grounds orreasonsforyour demandforthesum specifiedtherein.

We hereby waive the necessity ofyour demanding the saiddebt from the Contractor before presentinguswith the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor ofthe Works to be performed there under or of any of the Contract documents which may bemadebetween you and the Contractor shall in any way release us from any liability under this guarantee, andweherebywaivenoticeof anysuchchange,addition or modification.

Thisguaranteeshall bevalid until 30 days from thedate of expiryof theDefectsLiabilityPeriod.

Address: Signature and seal of the guarantor
Date: